
BOROUGH OF WASHINGTON, WARREN COUNTY, NEW JERSEY

WASHINGTON BOROUGH COUNCIL MINUTES – December 3, 2019

The Regular Meeting of the Borough Council of Washington, Warren County, New Jersey was held in the Council Chambers of Borough Hall at 7:00 P.M.

Roll Call: Conry, Cox, Duchemin, Noone, Norris, Valle, Higgins.

Also, Present: Matthew Hall, Manager
Laurie A. Barton Borough Clerk
Leslie Parikh, Attorney

Mayor Higgins led everyone in the flag salute.

Mayor Higgins read the following Statement into the Record:

“The requirements of the ‘Open Public Meetings Law, 1975, Chapter 231’ have been satisfied in that adequate notice of this meeting has been published in the Star Gazette and posted on the Bulletin Board of Borough Hall stating the time, place and purpose of the meeting as required by law.”

COUNCIL APPEARANCE

Mel Thiel, BID Executive Director, reported on the success of the small business Saturday shopping. Ms. Thiel gave an update on upcoming events for the holiday season.

See no further public comment, motion made by Noone and seconded by Duchemin to close the audience portion.

Ayes: 7 Nays: 0
Motion Carried.

REPORTS:

Motion was made by Valle seconded by Noone to receive and file the following reports:

- Police-Washington Township Police Department

Ayes: 7, Nays: 0
Motion Carried

VOUCHERS AND CLAIMS

Motion made by Noone seconded by Valle to pay the vouchers and claims in the amount of \$569,749.70 from the current fund and \$ 10,716.14 from sewer.

ROLL CALL: Conry, Cox, Duchemin, Noone, Norris, Valle, Higgins.

Ayes: 7, Nays: 0
Motion Carried.

NEW BUSINESS

ORDINANCES

Motion made by Noone to approve on first reading Ordinance 2019-30 motion seconded by Conry Public Hearing scheduled for December 30, 2019.

ROLL CALL: Conry, Cox, Duchemin, Noone, Norris, Valle, Higgins.

Ayes: 7, Nays: 0
Motion Carried.

ORDINANCE # 2019-30

BOND ORDINANCE PROVIDING FOR THE ACQUISITION OF LANDS IN AND BY THE BOROUGH OF WASHINGTON, IN THE COUNTY OF WARREN, NEW JERSEY, APPROPRIATING \$838,200 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$648,200 BONDS OR NOTES OF THE BOROUGH FOR FINANCING SUCH APPROPRIATION.

BE IT ORDAINED BY THE MAYOR AND COMMON COUNCIL OF THE BOROUGH OF WASHINGTON, IN THE COUNTY OF WARREN, NEW JERSEY (not less than two-thirds of all the members thereof affirmatively concurring), **AS FOLLOWS:**

The improvement described in Section 3 of this bond ordinance is hereby authorized as a general improvement to be made or acquired by the Borough of Washington, in the County of Warren, New Jersey. For the said improvement or purpose stated in said Section 3, there is hereby appropriated the sum of \$838,200, said sum being inclusive of all appropriations heretofore made therefor and including the sum of \$190,000 as the down payment for said improvement or purpose required by law and now available therefor in the Open Space Trust Fund of the Borough and including also the sum of \$135,800 received or expected to be received by the Borough from the County of Warren, New Jersey, as a grant-in-aid of financing said improvement or purpose.

For the financing of said improvement or purpose and to meet the part of said \$838,200 appropriation not provided for by application hereunder of said down payment and grant, negotiable bonds of the Borough are hereby authorized to be issued in the principal amount of \$648,200 pursuant to the Local Bond Law of New Jersey. In anticipation of the issuance of said bonds and to temporarily finance said improvement or purpose, negotiable notes of the Borough in a principal amount not exceeding \$648,200 are hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

o The improvement hereby authorized and purpose for the financing of which said obligations are to be issued is the acquisition, by purchase, of lands in and by the Borough located at 55 Nunn Avenue and commonly known as the Washington Station Ventures Property, consisting of approximately 80 acres and shown as Lot 1.03 in Block 97 on the Official Tax Map of the Borough, for open space and passive recreation purposes, all in accordance with the proposed contract therefor on file or to be filed in the office of the Borough Clerk and hereby approved.

The estimated maximum amount of bonds or notes to be issued for said purpose is \$648,200.

The estimated cost of said purpose is \$838,200, the excess thereof over the said estimated maximum amount of bonds or notes to be issued therefor being the amount of the said \$190,000 down payment for said purpose and the said \$135,000 grant-in-aid from Warren County.

The following additional matters are hereby determined, declared, recited and stated:

The said purpose described in Section 3 of this bond ordinance is not a current expense and is a property or improvement which the Borough may lawfully acquire or make as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

The period of usefulness of said purpose within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is forty (40) years.

The supplemental debt statement required by said Local Bond Law has been duly made and filed in the office of the Borough Clerk and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey, and such statement shows that the gross debt of the Borough as defined in said Local Bond Law is increased by the authorization of the bonds and notes provided for in this bond ordinance by \$648,200, and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

An aggregate amount not exceeding \$50,000 for interest on said obligations, costs of issuing said obligations and other items of expense listed in and permitted under section 40A:2-20 of said Local Bond Law may be included as part of the cost of said improvement and is included in the foregoing estimate thereof.

The funds from time to time received by the Borough on account of the grant referred to in Section 1 of this bond ordinance shall be used for financing the improvement or purpose described in Section 3 of this bond ordinance by application thereof either to direct payment of the costs of said improvement or purpose, or to payment or reduction of the authorization of the obligations of the Borough authorized by this bond ordinance. Any such funds so received may, and all such funds so received which

are not required for direct payment of such costs shall, be held and applied by the Borough as funds applicable only to the payment of obligations of the Borough authorized by this bond ordinance.

All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer, acting chief financial officer or treasurer of the Borough (the "Chief Financial Officer"), provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the Chief Financial Officer's signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. §40A:2-8. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale at not less than par and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the dates of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body of the Borough at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, interest rate and maturities of the notes sold, the price obtained and the name of the purchaser.

The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and interest on the said obligations authorized by this bond ordinance. Said obligations shall be direct, unlimited obligations of the Borough, and the Borough shall be obligated to levy ad valorem taxes upon all the taxable property within the Borough for the payment of said obligations and interest thereon without limitation of rate or amount.

The capital budget or temporary capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith and the resolutions promulgated by the Local Finance Board showing all detail of the amended capital budget or temporary capital budget and capital program as approved by the Director, Division of Local Government Services, are on file with the Borough Clerk and are available for public inspection.

This bond ordinance shall take effect twenty (20) days after the first publication thereof

after final adoption, as provided by said Local Bond Law.

Motion made by Conry to approve on first reading Ordinance 2019-32 motion seconded by Valle Public Hearing scheduled for December 30, 2019.

ROLL CALL: Conry, Cox, Duchemin, Noone, Norris, Valle, Higgins.

Ayes: 7, Nays: 0
Motion Carried.

ORDINANCE #2019-32
AN ORDINANCE ADDING THE TITLE “ENGINEERING AIDE” FIXING THE SALARY AND WAGES THEREOF TO THE SALARY AND WAGE ORDINANCE EFFECTIVE JANUARY 1, 2020

WHEREAS, it is necessary to add the title of “Engineering Aide” (NJCS Title Code: 01733) to the salaries and wages ordinance of the Borough of Washington;

NOW THEREFORE BE IT RESOLVED, by the Council of the Borough of Washington that the salary and wages ordinance be amended to include the following under Schedule B:

SCHEDULE B – PART-TIME CLASSIFIED

<u>POSITION TITLE</u>	<u>SALARY OR WAGE RANGE</u>	
Engineering Aide	\$30.00	- \$50.00/HR

Ordinances 2nd Reading

Motion made by Noone and seconded by Conry to open the public hearing for Ordinance 2019-28, all were in favor.

Hearing no public comment, motion made Norris and seconded by Noone to close the public hearing, all were in favor.

Motion made by Noone and second by Norris to adopt Ordinance 2019-28.

ROLL CALL: Conry, Cox, Duchemin, Noone, Norris, Valle, Higgins.

Ayes: 7, Nays: 0
Motion Carried.

WARREN COUNTY, NEW JERSEY

ORDINANCE 2019-28

AN ORDINANCE AUTHORIZING THE PURCHASE OF PROPERTY DESIGNATED AS Block 97 Lot 1.03.

WHEREAS, the Borough of Washington (the “Borough”) filed a Declaratory Judgment Action in the Superior Court of New Jersey, Warren County, captioned IMO Borough of Washington, Docket No. WRN-L-230-15 (the “Declaratory Judgment Action”), in furtherance of the Supreme Court’s March 10, 2015, decision In re Adoption of N.J.A.C. 5:96 & 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015) (the “Supreme Court Decision”); and

WHEREAS, Washington Station Venture, LP and Washington Venture Investment, Ltd. (collectively, the “Washington Venture Entities” are the owners of Block 97 Lots 1.03 the Open Space Lot, the Residential Lot, and the Cemetery Lot; and

WHEREAS, pursuant to a Consent Order filed on or about November 3, 2015, the Washington Venture Entities are defendant-intervenors in the above-referenced Declaratory Judgment Action; and

WHEREAS, the Borough of Washington (the “Borough”) entered into Settlement Agreements with Fair Share Housing Center on December 10, 2018 and with the Washington Venture Entities on October 9, 2018 (as amended on December 18, 2018) (collectively hereinafter the “Settlement Agreements”) that determine the Borough’s affordable housing obligation and the mechanisms for how the obligation will be addressed; and

WHEREAS, the Settlement Agreements contemplate the sale of one lot consisting of approximately 80 acres to the Borough as dedicated open space (the “Open Space Lot”), the development of approximately 35 acres as a residential development (the “Residential Lot”); the expansion of the existing cemetery on approximately 10 acres (the “Cemetery Lot”); and the development of a portion of either the Cemetery Lot or a 10,000 square foot independent lot for lease to construct a cell tower; and

WHEREAS, the Borough wishes to acquire the Open Space Lot; and

WHEREAS, the Open Space Lot offers attractive recreational uses and environmental preservation benefits, including water quality and supply protection and habitat conservation; and

WHEREAS, based upon two appraisals, Borough and the Property Owner agreed on a purchase price of \$838,200.00; and

WHEREAS, the Borough has applied for and received grant funding from the New Jersey Green Acres Program (\$419,100.00) and Warren County Open Space (\$135,800.00); and

WHEREAS, the Borough will provide the remainder of the Purchase Price (\$283,300); and

WHEREAS, the Borough has dedicated fund balances from previously collected Open Space taxes that can be used to fund the transaction; and

WHEREAS, the New Jersey Local Land and Buildings Law, N.J.S.A. 40A:12-3 *et seq.* requires adoption of an ordinance to authorize the acquisition of the Property; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Washington, the County of Warren, as follows:

SECTION 1. Subject to the availability of funds described herein, the Borough is hereby authorized acquire the Open Space Lot as referenced hereinabove.

SECTION 2. The Mayor and Clerk are hereby authorized and directed to take all necessary actions and execute all necessary documents, including but not limited to a deed of conveyance, HUD-1 settlement statement, affidavit of title, and such other closing documents in order to authorize both the acquisition and conveyance of the Open Space Lot.

SECTION 3. This Ordinance shall take effect after final passage and publication as prescribed by law.

Motion made by Norris and seconded by Conry to open the public hearing for Ordinance 2019-29, all were in favor.

Hearing no public comment, motion made Norris and seconded by Duchemin to close the public hearing, all were in favor.

Motion made by Norris and second by Conry to adopt Ordinance 2019-29.

ROLL CALL: Conry, Cox, Duchemin, Noone, Norris, Valle, Higgins.

Ayes: 7, Nays: 0
Motion Carried.

ORDINANCE 2019-29

AN ORDINANCE REPEALING CHAPTER 54-20 THROUGH 54-27 IN ITS ENTIRETY

WHEREAS, Chapter 54-20 et. seq, Garage Sales, was adopted the Council of the Borough of Washington on April 12th, 1977 by Ordinance Number **2-77**; and

WHEREAS, Chapter 54-20 through 54-27 has been deemed obsolete by the Borough Council and desire to rescind said ordinance.

NOW THEREFORE BE IT RESOLVED, by the Council of the Borough of Washington that Chapter 54-20 through 54-27 is hereby repealed in its entirety.

BE IT FURTHER RESOLVED, In the event that any word, phrase, clause, section or provision of this Ordinance is found by any Court of competent jurisdiction to be unenforceable, illegal or

unconstitutional, such word, phrase, clause or provision shall be severable from the

balance of this Ordinance and the remainder of this Ordinance shall remain in full force

and effect. This Ordinance shall take effect upon passage and publication as provided by Law.

Motion made by Norris and seconded by Conry to open the public hearing for Ordinance 2019-31, all were in favor.

Hearing no public comment, motion made Conry and seconded by Duchemin to close the public hearing, all were in favor.

Motion made by Norris and second by Conry to adopt Ordinance 2019-31.

ROLL CALL: Conry, Cox, Duchemin, Noone, Norris, Valle, Higgins.

Ayes: 7, Nays: 0
Motion Carried.

ORDINANCE 2019-31						
AN ORDINANCE FIXING THE SALARY AND WAGES OF CERTAIN MUNICIPAL OFFICIALS, APPOINTEES, EMPLOYEES, AND STIPENDS APPLICABLE THERETO AND REPEALING PORTIONS OF PRIOR INCONSISTENT SALARY AND WAGE ORDINANCES BEGINNING DECEMBER 1, 2019						
SCHEDULE A – FULL-TIME CLASSIFIED						
POSITION TITLE				SALARY OR WAGE RANGE		
Account Clerk				\$37,195	-	\$58,018 AN
Animal Control Officer				\$12,500	-	\$80,000 AN
Keyboarding Clerk 2				\$37,195	-	\$58,018 AN
Administrative Clerk				\$51,471	-	\$80,945 AN
Assistant Municipal Tax Collector				\$44,509	-	\$69,479 AN
Building Maintenance Worker				\$45,998	-	\$60,579 AN
Clerk 1 (NC)				\$21,621	-	\$32,824 AN
Code Enforcement Officer/Zoning Officer				\$51,091	-	\$71,636 AN
Equipment Operator				\$55,182	-	\$72,680 AN
Keyboarding Clerk 3				\$55,182	-	\$72,680 AN
Laborer 1 (NC)				\$41,699	-	\$56,258 AN
Library Assistant				\$32,832	-	\$50,599 AN
Keyboarding Clerk 1				\$32,832	-	\$50,599 AN
Library Director				\$58,462	-	\$78,382 AN
Road Repairer 3				\$61,570	-	\$79,594 AN
Road Repairer Supervisor				\$66,763	-	\$83,048 AN
Senior Account Clerk				\$53,614	-	\$73,598 AN
Supervising Library Assistant				\$39,691	-	\$60,334 AN
Truck Driver (NC)				\$49,495	-	\$67,177 AN

Housing and Zoning Inspector Trainee (NC)					\$32,832	-	\$50,499	AN
Housing and Zoning Inspector					\$21,621	-	\$57,904	AN
Code Enforcement Officer					\$21,621	-	\$57,904	AN
Zoning Officer					\$21,621	-	\$57,904	AN
Fire Official					\$21,621	-	\$57,904	AN
SCHEDULE B – PART-TIME CLASSIFIED								
POSITION TITLE					SALARY OR WAGE RANGE			
Account Clerk					\$11.00	-	\$28.62	Hr.
Animal Control Officer					\$8,000	-	\$80,000	AN
Assistant Animal Control Officer					\$2,000	-	\$5,000	AN
Building Service Worker					\$11.00	-	\$28.62	Hr.
Clerk 1 (NC)					\$11.00	-	\$28.62	Hr.
Code Enforcement Officer (Title Code #01285)					\$11.00	-	\$34.34	Hr.
Code Enforcement Officer/Zoning Officer (Title Code #05897)					\$11.00	-	\$34.34	Hr.
Deputy Municipal Emergency Management Coordinator					\$2,000	-	\$10,000	AN
Deputy Municipal Emergency Management Coordinator (Combined with Manager-Stipend)					\$2,500	AN		
Deputy Registrar of Vital Statistics					\$1,500	-	\$1,946	AN
Fire Official					\$20.00	-	\$34.34	Hr.
Fire Prevention Specialist					\$15.00	-	\$28.62	Hr.
Keyboarding Clerk					\$11.00	-	\$28.62	Hr.
Librarian 1 (Title Code #07569)					\$18.00	-	\$34.34	Hr.
Library Director					\$36.00	-	\$64.10	Hr.
Library Assistant (NC-Title Code #07467)					\$11.00	-	\$28.62	Hr.
Senior Library Assistant (C-Title Code #03416)					\$11.00	-	\$28.62	Hr.
Zoning Officer (Title Code #04338)					\$11.00	-	\$34.34	Hr.
Housing and Zoning Inspector Trainee (NC)					\$11.00	-	\$28.62	Hr.
Housing and Zoning Inspector					\$11.00	-	\$28.62	Hr.
SCHEDULE C – UNCLASSIFIED SERVICE								
POSITION TITLE					SALARY OR WAGE RANGE			
Chief Financial Officer					\$15,500	-	\$68,688	AN
Council Member					\$2,500	-	\$3,780	AN
Deputy Municipal Clerk					\$30,000.00	-	\$60,000.00	AN
Deputy Municipal Clerk Shared Service Stipend					\$13,000.00	AN		
Deputy Municipal Clerk Per Meeting					\$50.00/meeting stipend			
Mayor					\$3,000	-	\$4,320	AN

Municipal Clerk				\$45,000	-	\$110,000	AN
Municipal Clerk Shared Service Stipend				\$20,000	AN		
Municipal Department Head				\$15,000	-	\$120,000	AN
Municipal Emergency Management Coordinator				\$2,000	-	\$15,000	AN
Municipal Manager				\$80,000	-	\$160,000	AN
Municipal Manager Shared Service Stipend				\$20,000	AN		
Tax Assessor				\$25,500	-	\$52,300	AN
Tax Collector (F.T.)				\$51,471	-	\$80,945	AN
Tax Collector (P.T.)				\$14,500	-	\$34,344	AN
NJDCA Mandated Wastewater Contract Administrator Stipend				\$8,000	AN		
CPWM Combined with Road Supervisor Stipend				\$6,000	AN		
Machine, Equipment and Vehicle Maintenance and Repair Stipend				\$7,000	AN		
Deputy Municipal Recycling Coordinator Stipend				\$500	AN		
Deputy Clean Communities Coordinator Stipend				\$500	AN		
Animal Licensing and Animal Control Administration Stipend				\$1,000	AN		
Animal Control Shared Service Stipend (Per Municipality)				\$7,000	AN		
Zoning Officer Stipend				\$15,000	AN		
SCHEDULE D – UNCLASSIFIED SERVICE							
(TEMPORARY OR SEASONAL)							
POSITION TITLE				SALARY OR WAGE RANGE			
Acting or Interim Department Head or Executive Management				\$11.00	-	\$57.25	Hr.
Assistant Recreation Supervisor (Swim Team)				\$11.00	-	\$28.62	Hr.
Cashier				\$11.00	-	\$28.62	Hr.
Equipment Operator				\$11.00	-	\$28.62	Hr.
Food Service Manager				\$11.00	-	\$28.62	Hr.
Food Service Worker				\$11.00	-	\$28.62	Hr.
Laborer I (NC)				\$11.00	-	\$28.62	Hr.
Life Guard				\$11.00	-	\$28.62	Hr.
Maintenance Worker 1, Grounds				\$11.00	-	\$28.62	Hr.
Municipal Department Head				\$17.00	-	\$34.34	Hr.
Recreation Supervisor Swimming (Swim Lessons)				\$11.00	-	\$28.62	Hr.
Recreation Supervisor Swimming (Swim Team)				\$11.00	-	\$28.62	Hr.
Secretary, Board / Commission (Salary)				\$500	-	\$5,080	AN
Secretary, Board / Commission (Hourly)				\$11.00	-	\$28.62	Hr.
Supervisor Baths & Pools				\$11.00	-	\$28.62	Hr.
Truck Driver (NC)				\$11.00	-	\$28.62	Hr.

RESOLUTIONS

Motion made by Conry and seconded by Norris to approve Resolution 2019-163A

ROLL CALL: Conry, Cox, Duchemin, Noone, Norris, Valle, Higgins.

Ayes: 6, Nays: (1-Higgins)
Motion Carried.

RESOLUTION 2019-163A

RESOLUTION ADOPTING A DOMESTIC VIOLENCE POLICY

WHEREAS, on or about October 15, 2019, the New Jersey Civil Service Commission issued a Statewide Domestic Violence Policy (DVP) for Public Employers, which is attached hereto; and

WHEREAS, pursuant to N.J.S.A. 11A:2-6a(b)(1), “The [Civil Service Commission] shall develop a uniform domestic violence policy, which all public employers shall adopt and distribute to their employees, regardless of whether a public employer is subject to the provisions of Title 11A, Civil Service, of the New Jersey Statutes;” and

WHEREAS, the Borough of Washington seeks to update its Personnel Policies and Procedures Manual to comply with N.J.S.A. 11A:2-6a(b)(1).

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Borough Council of the Borough of Washington, in the County of Warren, that the Borough of Washington Policies and Procedures Manual is updated as follows:

1. The Statewide DVP (which is attached hereto) shall be referenced and adopted in the Borough of Washington Personnel Policies and Procedures Manual.
2. The Borough of Washington Personnel Policies and Procedures Manual shall designate Matthew Hall, Manager for the Borough of Washington, as Human Resources Officer (HRO) for purposes of the DVP.
3. Barbara Van Why shall be designated as Secondary Human Resources Officer (SHRO)
4. The Table of Contents shall be updated to reflect the inclusion Borough’s adoption of the Statewide DVP

BE IT FURTHER RESOLVED that a copy of the updated Borough of Washington Personnel Policies and Procedures Manual is on file with the Clerk's office; and

BE IT FURTHER RESOLVED that a copy of this Resolution shall be forwarded to the Borough Clerk for distribution to all Borough employees.

Motion made by Noone and seconded by Duchemin to approve Resolution 2019-164

ROLL CALL: Conry, Cox, Duchemin, Noone, Norris, Valle, Higgins.

Ayes: 7, Nays: 0
Motion Carried.

RESOLUTION 2019-164
RESOLUTION AUTHORIZING SYSTEM MODIFICATION TO THE BOROUGH'S
WASTEWATER TREATMENT PLANT BY VEOLIA WATER NORTH AMERICA –
NORTHEAST, LLC

WHEREAS, on October 9, 2018, Veolia Water North America – Northeast, LLC, was awarded a contract for the operations and maintenance of the Borough's Waste Water Treatment Plant; and

WHEREAS, according to Article V, Section 6.5(A) of the Agreement, the Borough may authorize modifications to the Waste Water Treatment System; and

WHEREAS, negotiations have occurred to the satisfaction of both parties in order to make certain modifications to the Borough's Waste Water Treatment System; and

WHEREAS, the Mayor and Council have decided that authorizing such modifications would be in the best interest of the Borough.

NOW, THEREFORE BE IT RESOLVED, that the Borough Council of the Borough of Washington, authorize certain modifications to the Waste Water Treatment System in accordance with the attached Amendment.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Borough Manager, Chief Financial Officer, and Veolia Water North America – Northeast, LLC.

Motion made by Conry and seconded by Duchemin to approve Resolution 2019-165

ROLL CALL: Conry, Cox, Duchemin, Noone, Norris, Valle, Higgins.

Ayes: 7, Nays: 0
Motion Carried.

RESOLUTION #2019-165
RESOLUTION GRANTING A LEAVE OF ABSENCE WITHOUT PAY

WHEREAS, the governing body of a municipality may grant temporary leave of absence, without pay, to any employee provided such leave shall not exceed six (6) months at any one time; and

WHEREAS, the governing body desires to maintain complete and accurate records of employee benefits and employment status in accordance with New Jersey State Law; and

WHEREAS, Gary L. Masenior is not able to perform his duties due to personal illness and has exhausted all sick leave benefits and accumulated compensatory time as of the close of business on 09/03/2019, and has chosen not to be paid for accumulated vacation time; and

WHEREAS, Gary L. Masenior requested a leave of absence without pay due to personal illness for the period beginning 09/03/2019, noting that he would be filing for temporary disability benefits with the N.J. Dept. of Labor during this leave of absence without pay.

NOW, THEREFORE BE IT RESOLVED, the Borough of Washington Common Council does hereby grant to Gary L. Masenior a temporary leave of absence without pay, for the six-month period beginning 09/03/2019 and ending 03/03/2020 from his position of Municipal Department Head (Recreation) with the Borough of Washington as noted in the N.J. Civil Service records and with the Division of Pensions for the temporary suspension of the DCRP deduction.

Motion made by Conry and seconded by Duchemin to approve Resolution 2019-166

ROLL CALL: Conry, Cox, Duchemin, Noone, Norris, Valle, Higgins.

Ayes: 7, Nays: 0
Motion Carried.

RESOLUTION #2019-166
A RESOLUTION TO REFUND OVERPAYMENT
ON 2019 REAL ESTATE TAXES

WHEREAS, according to the Tax Collector's records, there is an overpayment of \$2,993.70 on 2019 4th Quarter Regular Taxes paid on property located at 3 Heather Hill Road, also known as Block 44 Lot 34.02, and in the name of Linda Bartlett; and

WHEREAS, Associated Title Agency and Corelogic Tax Service had both paid the 4th Quarter 2019 property taxes, resulting in the overpayment; and

WHEREAS, the property has changed ownership and the Tax Collector has been resolving the matter of tax overpayments and has notified Corelogic Tax Service that their 4th quarter payment caused an overage on Block 44 Lot 34.02.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Washington, in the County of Warren, State of New Jersey, to hereby authorize the Tax Collector and Treasurer to refund the amount of \$2,993.70 payable to:

Corelogic
Centralized Refunds
P.O. Box 9202
Coppell, TX 75019-9760

Motion made by Valle and seconded by Conry to approve Resolution 2019-167

ROLL CALL: Conry, Cox, Duchemin, Noone, Norris, Valle, Higgins.

Ayes: 7, Nays: 0
Motion Carried.

RESOLUTION # 2019-167

A RESOLUTION TO VOID AND REPLACE A CHECK

WHEREAS, check #11828 was written 8/14/19 on the Washington Borough's Operating Account in the amount of \$850.00 and made payable to Skylands Risk Management, PO Box 365 Newton, New Jersey 07860 and

WHEREAS, the Treasurer's office was made aware that this check was not received and a stop payment was made on 11/22/19 and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Washington, in the County of Warren, State of New Jersey hereby authorizes the Treasurer to void and replace aforementioned check. Replacement check in the amount of \$850.00 should be made payable to Skylands Risk Management, PO Box 365 Newton, New Jersey 07860

cc: Paula Drake, Accounts Payable Clerk

Motion made by Valle and seconded by Conry to approve Resolution 2019-168

ROLL CALL: Conry, Cox, Duchemin, Noone, Norris, Valle, Higgins.

Ayes: 7, Nays: 0

Motion Carried.

Resolution 2019-168

TOWNSHIP OF OXFORD AND BOROUGH OF WASHINGTON
SHARED SERVICES AGREEMENT
FOR
PUBLIC ADMINISTRATOR, CLERK AND REGISTRAR SERVICES

THIS AGREEMENT is made this ____ day of _____, 2019, by and between:

BOROUGH OF WASHINGTON, a municipal corporation located in the County of Warren, State of New Jersey, with its principal office located at 100 Belvidere Avenue, Washington, NJ 07830 (hereinafter "Washington Borough");

and

BOROUGH OF OXFORD, a municipal corporation located in the County of Warren, State of New Jersey with its principal office located at 11 Green Street, Oxford, NJ 07863 (hereinafter "Oxford").

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. (the "Act"), authorizes local units of this State to enter into agreements with any other local unit or units to provide or receive any shared service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

WHEREAS, N.J.S.A. 40A:9-133 requires each municipality to have a Municipal Clerk and N.J.S.A. 26:8-11 requires each municipality to provide for the services of a Registrar, but same may be provided by an agreement with another municipality; and

WHEREAS, Washington Borough has agreed to furnish to Oxford the statutorily required Municipal Clerk and Registrar services in accordance with N.J.S.A. 40A:9-133(e) and N.J.S.A. 26:8-11; and

WHEREAS, the provision of shared Municipal Clerk/Registrar services will result in a savings to Oxford in an amount of no less than **SIXTY-THOUSAND DOLLARS (\$60,000) PER ANNUM.**; and

WHEREAS, N.J.S.A. 40A:63-7 and N.J.S.A. 40A:9-136 allow for the appointment of an Administrator; and

WHEREAS, Oxford would benefit greatly from the skill, knowledge, and expertise of an experienced public administrator along with corresponding support staff in order to better serve residents with consistent access to high quality municipal services during regular hours; and

WHEREAS, Washington Borough has also agreed to furnish Oxford with the skill, knowledge and expertise of a professional and experienced Manager to act as Administrator in accordance with the duties prescribed in N.J.S.A. 40A:9-136, Oxford's Code as well as other duties assigned by the Township Committee; and

WHEREAS, in the spirit of inter-municipal cooperation, and in furtherance of the principles underlying the Act, Washington Borough and Oxford (collectively "the Parties") have negotiated this Agreement for the provision of the aforesaid services for their respective jurisdictions; and

WHEREAS, the terms and conditions of this undertaking are set forth below; and

WHEREAS, the Parties have each duly authorized their proper officials to enter into and execute this Agreement through the accompanying Resolutions attached hereto as Exhibits A (Washington) and B (Oxford) respectively.

NOW THEREFORE, it is understood and agreed as follows:

1. **PREAMBLE.** All of the statements of the preamble are repeated and incorporated herein by this reference thereto as if fully set forth.
2. **CONTROLLING LAW.** This Agreement is governed by the provisions of N.J.S.A. 40A:65-1, et. seq., the Uniform Shared Services and Consolidation Act. All actions and amendments to this Agreement must be authorized in conformance with the Act.
3. **TERM OF AGREEMENT.** This Agreement shall take effect on January 1, 2020 (the "Effective Date"). This Agreement shall run for a period of four (4) years, expiring on December 31, 2023, unless sooner terminated in accordance with paragraph 15 below.
4. **SCOPE OF WORK.** Commencing January 1, 2020 Washington Borough shall furnish Oxford the services of an Administrator and statutory Clerk/Registrar, to fulfill all duties required of these positions.

A. Designation of Employer — Salary and Benefits.

The Parties acknowledge that Washington Borough is hereby designated as the sole employer of the employees subject to this Agreement. Washington Borough shall be exclusively responsible for payment of any and all salary and the maintenance of all employee benefits and workers' compensation insurance. The employees shall be covered under all applicable personnel policies of Washington Borough and shall retain any and all rights and benefits that may have accrued from that position with Oxford. Nothing in this Agreement shall be interpreted as forming an employer-employee relationship between Oxford and/or Oxford's officials and the employee(s) who perform services for Oxford pursuant to this Agreement.

B. Supervision.

The employees subject to this Agreement shall be subject to the supervision of Oxford while performing duties for Oxford and by Washington Borough while performing services for Washington Borough, but any and all personnel or employment issues shall be handled by Washington's applicable policies.

C. Designation of Positions.

Pursuant to the provisions of N.J.S.A. 40A:65-5, the Oxford Governing Body has adopted a resolution authorizing Oxford to enter into this Shared Services Agreement with Washington Borough for the shared services outlined herein and has designated and does designate hereby the Manager of Washington Borough as the Administrator of Oxford and the Clerk/Registrar of the Washington Borough as the Clerk/Registrar for Oxford. Washington Borough will also share the support services of its Deputy Clerk to assist in this regard and in order to maintain a presence at Oxford's Municipal Offices.

5. **SERVICES TO BE PERFORMED.** Washington Borough will provide to Oxford its Manager to fulfill all duties of Administrator pursuant to N.J.S.A. 40A:63-7 and N.J.S.A. 40A:9-136 and as prescribed in the Code of Oxford Township.

Washington Borough will provide to Oxford the services of a Municipal Clerk/Registrar and a Deputy Clerk to provide such services in manner consistent with the level and quality that is consistent with all statutorily required duties of a Municipal Clerk and Registrar pursuant to N.J.S.A. 40A:9-133(e) and N.J.S.A. 26-8-11, respectively.

6. **HOURS OF SERVICE.**

- a) The Administrator, pursuant to a mutually agreeable/flexible schedule, will work a minimum of twelve (12) hours of service per week to be provided on site in Oxford and/or at the Washington Borough Municipal Offices.
- b) The Clerk/Registrar pursuant to a mutually agreeable/flexible schedule, will work a minimum of twelve (12) hours of service per week to be provided on site in Oxford and/or at the Washington Borough Municipal Offices.
- c) The Deputy Clerk, pursuant to a mutually agreeable/flexible schedule, will work a minimum of twelve (12) hours of service per week to be provided on site in Oxford and/or at the Washington Borough Municipal Offices.
- d) The parties acknowledge and agree that the twelve (12) hours referenced in paragraphs (a) (b) and (c) above represent a good faith estimation of time, however, it is understood that the demands of the positions in either municipality may require that the hours stated, at times, fluctuate.
- e) Notwithstanding, the parties agree that of the thirty-six (36) hours of above-mentioned services, a minimum of eighteen (18) hours per week shall be provided on-site at the Oxford Municipal Offices on Mondays, Wednesdays, and Fridays.

7. **COMPENSATION.**

- (a) Oxford shall pay to Washington Borough a monthly sum of \$5,833.33, payable in four (4) quarterly payments of \$17,500.00, of which \$5,833.33 will serve as compensation for the Municipal Clerk's services.

- (b) Prior to the Effective date, Oxford agrees and understands that Washington Borough's Municipal Manager and Clerk/Registrar will need to work on site in order to plan and prepare for the effective transition of this Agreement. As such, prior to the Effective Date of this Agreement, any such work will be paid by Oxford at a compensation rate of \$75.00/hr. for the services of Washington Borough's Municipal Manager and \$55.00/hr. for the services of the Clerk/Registrar. The aforesaid rates shall include travel and mileage at the applicable federal rate.
8. **MAINTENANCE OF RECORDS.** All records produced by the Municipal Manager and/or Deputy Clerk and Clerk/Registrar on behalf of Oxford shall be retained at the Oxford Municipal Building.
9. **INSURANCE.** The employees provided for in this Agreement shall be covered at all times by Washington's workers compensation policy whether working in Oxford or Washington Borough, as well as by all other policies of insurance that are maintained by Washington Borough which are applicable to the employees, such as, by way of example and not by way of limitation, the policies of insurance that are set forth on Exhibit "C." Washington Borough agrees to provide Oxford with at least fourteen (14) days advance written notice of any proposed cancellation of relevant insurance policies or of a material change to said policies.
10. **AMENDMENT.** This Agreement may be amended by mutual agreement of the parties, provided such amendment is in writing with notice to the parties and approved by Resolution of both governing bodies.
11. **EXTERNAL DISPUTES.** Oxford's Mayor shall notify Washington Borough's Mayor, in a timely manner, of any complaints related to the nature, extent and quality of services provided to Oxford by Washington. Washington Borough's Mayor shall handle any responses to issues related to the services provided.
12. **CONFIDENTIALITY.** Each party recognizes and acknowledges that it may have access to certain confidential information of the other party (*e.g.*, employment, operations, and financial records and related data), which is not otherwise publicly available (the "Confidential Information"). Each party will treat as confidential all Confidential Information of the other party; will implement reasonable procedures to prohibit the disclosure, unauthorized duplication, use, misuse, or removal of the other party's Confidential Information; and will not sue or disclose such Confidential Information, unless such information becomes generally known through no fault of the disclosing party, or unless such party is required by law to disclose such Confidential Information. Each party agrees that any breach of its obligations under this Section will entitle the other party to equitable relief to protect its interests therein, including injunctive relief.
13. **HOLD HARMLESS AND INDEMNIFICATION.** Oxford shall indemnify and hold Washington, its officers, employees and agents harmless from and against any and all claims of whatever nature or type arising from the provision of the services by Washington Borough to Oxford, so long as the actions upon which the demand or claim or assertion of liability are found to have been performed in the course of carrying out official duties on behalf of Oxford and were not beyond the scope of performing official duties or performed in bad faith, and did not constitute actual fraud, actual malice, willful misconduct, an intentional wrong or criminal

act. Such indemnification shall include payment of reasonable fees and costs in the defense of any claim made by a third person.

14. **REQUIRED BONDS.** Oxford shall apply for and acquire any and all required bonds necessary for the implementation of this Agreement.

15. **TERMINATION.**

- a) This Agreement may be terminated at any time upon mutual Agreement of the Parties.
- b) Either Party may terminate this Agreement at any time and for any reason upon giving the other party thirty (30) days advanced notice, in writing, delivered to the other Party by certified mail at the address provided herein under in accord with paragraph 17.
- c) It was the intent of the Parties that the services to be provided by Washington Borough to Oxford under the terms of this Agreement were to be performed by the individuals employed by Washington Borough at the time of execution of this Agreement. In the event that any of the individuals, during the Term of this Agreement, cease to be employed by Washington Borough, then Washington Borough shall immediately notify Oxford of that fact whereupon Oxford shall have the option of immediately terminating this Agreement, with compensation to be prorated accordingly, or of having its services performed by Washington Borough's new employees in accordance with the terms and conditions of this Agreement.

16. **DEFAULT.** In the event that either party defaults in the performance of any of its duties or obligations under this Agreement, after receiving written notice of same and failing to cure such default within fifteen (15) days of said written notice, the non-defaulting party shall be entitled to terminate this Agreement at the expiration of that 15-day period.

17. **NOTICES.** Notices hereunder shall be given to the Parties set forth below and shall be made by hand delivery, facsimile, overnight delivery or by regular mail. If given by regular mail, the notice shall be deemed to have been given within a required time if deposited in the U.S. Mail, postage prepaid, within the specified time limit. For the purpose of calculating time limits, which run from the giving of a particular notice, the time shall be calculated from actual receipt of the notice. Time shall run only on business days, which for purposes of this Agreement shall be any day other than a Saturday, Sunday or legal public holiday. Notices shall be addressed as follows:

If to Township of Oxford:
Township of Oxford
11 Green Street,
Oxford, NJ 07863
Attn: Mayor

With a Required Copy to:
Township Clerk
11 Green Street,
Oxford, NJ 07863

If to Borough of Washington:
Borough of Washington
100 Belvidere Avenue,
Washington, NJ 07830
Attn: Mayor

With a Required Copy to:
Borough Clerk
100 Belvidere Avenue,
Washington, NJ 07830

- 18. **CHOICE OF LAW.** Any dispute under the Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
- 19. **ENTIRE AGREEMENT.** This Agreement represents the entire Agreement between the parties and may not be changed orally and may only be modified or amended by a written statement signed by both parties.
- 20. **SEVERABILITY.** If any part of this Agreement shall be held to be unenforceable or invalid the remainder of the Agreement shall nevertheless remain in full force and effect.
- 21. **WAIVER.** Failure to insist upon strict compliance with any terms, covenants, or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant, or condition at any one time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.
- 22. **HEADINGS.** The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the substantive provisions of this agreement.
- 23. **JOINT PREPARATION.** This Agreement (and all exhibits thereto) is deemed to have been jointly prepared by the Parties hereto, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against any Party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, the day and year first above written.

TOWNSHIP OF OXFORD

By: _____
 _____, Mayor

BOROUGH OF WASHINGTON

By: _____
 DAVID HIGGINS, Mayor

OLD BUSINESS:

Manager Hall spoke on the borough looking to working with the County regarding the library.

COUNCIL REMARKS

Councilman Norris: stated he wished everyone had a Happy Thanksgiving.

Councilwoman Cox: stated that everything seems fine and appreciate the fact that her questions are being answered and appreciates the help.

Councilwoman Valle: stated that she is happy regarding the bronze certification the borough received. Councilwoman Valle added that she looks forward to the borough thriving and making advancements and looking forward to Hometown Holiday.

Councilwoman Noone: stated that she hopes to see everyone come to the tree lighting and added that she will be dressed up as a Christmas tree.

Councilwoman Duchemin: stated that she hoped everyone had a nice Thanksgiving and is excited for hometown Holiday. A Stigma Free next meeting will be on January 4th at 10am.

Deputy Mayor Conry: the Longwood Gardens trip is scheduled for December 21st. A paint and sip(tea) painting class will be held at borough hall on December 15th.

Mayor Higgins: conveyed his deepest sympathy to Borough Clerk, Laurie Barton on the recent passing of her mother. Grand Avenue is now open, there are complaints of speeders. Mayor Higgins thanked Kevin Smith, Borough Engineer for his planning and coming in under budget with the project. Mayor Higgins cautioned those who use social media under the guise of their title of an elected official, as those records can be subject to OPRA.

Mayor Higgins stated he would like to revisit the Police contract negotiations; it was the consensus of council to go ahead with opening renegotiations with the police contract. Mayor Higgins briefed council on his League conference experience this year.

Mayor Higgins stated that another meeting is needed for end of December, it was the consensus of council to meet on December 30th at 5:00 p.m., the Clerk was instructed to advertise said meeting.

ADJOURNMENT

Hearing no further business, a motion was made by Noone seconded by Valle to adjourn the meeting at 8:05 pm.

Ayes: 7; Nays: 0
Motion Carried.

Mayor David Higgins

Laurie A. Barton, Borough Clerk